

**Amendment # 2**

This is an Amendment to the Quantity Purchase Agreement # 9723 entered into by and between IDOA on behalf of Pen Products (hereinafter referred to as "State") and National Computer Systems Inc (hereinafter referred to as "Contractor") dated October 15, 2004. In consideration of the mutual undertakings and covenants hereinafter set forth, the parties agree as follows:

To add the following clause to the existing contract:

**Ethics Obligations.** The contractor and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State, as set forth in Indiana Code 4-2-6 et seq., the regulations promulgated thereunder, and Executive Order 04-08, dated April 27, 2004. If the contractor is not familiar with these ethical requirements, the contractor should refer any questions to the Indiana State Ethics Commission, or visit the Indiana State Ethics Commission website at [>>>](http://www.in.gov/ethics/). If the contractor or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this contract immediately upon notice to the contractor. In addition, the contractor may be subject to penalties under Indiana Code 4-2-6-12.

Increase the quantity of the Optiscan Order Forms as follows. The effective date will be February 28, 2005 or the date of the State's last signature whichever is last.

Line #	Quantity	Description: (price listed per thousand)	Price
41	100,000	000000000100013243 Optiscan Order Forms, 100,000-100,999	\$40.55
42	150,000	000000000100013244 Optiscan Order Forms, 150,000-150,999	\$38.14
43	200,000	000000000100013245 Optiscan Order Forms, 200,000-200,999	\$38.38
44	550,000	000000000100013246 Optiscan Order Forms, 550,000-550,999	\$33.96
45	750,000	000000000100013247 Optiscan Order Forms, 750,000-750,999	\$32.68

All other matters previously agreed to and set forth in the original agreement and not affected by this Amendment shall remain in full force and effect.

**Non-Collusion and Acceptance**

The undersigned attests, subject to the penalties for perjury, that he/she is the contracting party, or that he/she is the representative, agent, member or officer of the contracting party, that he/she has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him/her, directly or indirectly, to the best of his/her knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this agreement other than that which appears upon the face of the agreement.

In Witness Whereof, Contractor and the State of Indiana have, through duly authorized representatives, entered into this agreement. The parties having read and understand the foregoing terms of the contract do by their respective signatures dated below hereby agree to the terms thereof.

## Contractor:

(Where Applicable)

Signature: *Tim Donahue*  
 Printed Name: Tim Donahue  
 Title: DIRECTOR OF OPERATIONS  
 Date: 2/9/05

Attested By: *N/A*

## State of Indiana Agency:

Signature: *Susie Smith*  
 Printed Name: Susie Smith  
 Title: Purchasing Administrator  
 Date: 2/18/05

## Information Technology Oversight Commission

## Department of Administration

*N/A*  
 Karl B. Browning, Chief Information Officer  
 Date: \_\_\_\_\_

*Katherine G. Harrington, CPPB*  
 for Earl A. Goode  
 Commissioner  
 Date: 02-18-05

## State Budget Agency

## Office of the Attorney General

*Delegated per FMC 98-2*  
 Charles E. Schalliol  
 Director  
 Date: \_\_\_\_\_

*Stephen Carter for*  
 Stephen Carter  
 Attorney General  
 Date: 3-2-05